

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR



**BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA**

RFP NO.: 18-20

PROJECT:

**Misdemeanor Probation Supervision Services
For Putnam County Court**

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REQUEST FOR PROPOSALS

The Putnam County Board of County Commissioners is requesting sealed proposals from qualified individuals/firms for the provision of misdemeanor probation services in Putnam County.

Requirements and other Specifications are available online at:

<http://bids.putnam-fl.com/bids>

Deadline for receipt of sealed proposals has been set for **2:30 p.m., June 14, 2018**. Send, or deliver in person, one (1) original and five (5) copies to the Putnam County General Services Department, 223 Putnam County Boulevard, East Palatka, FL 32131. Only sealed qualifications received on or before the aforesaid time and date will be considered. **Vendor must indicate the request for proposal (RFP) number and description on outside of envelope.**

Questions concerning the specifications may be emailed to Malissa Dillon, General Services Director, at malissa.dillon@putnam-fl.com. Answers to questions received will be posted online with the RFP documents. Questions must be received by **4:30 p.m. June 6, 2018**.

An Evaluation Committee meeting will be held on June 21, 2018, at 10 a.m. to review and rank the qualifications packages received. The meeting will be held at the Putnam County General Services Office, 223 Putnam County Boulevard, East Palatka, FL 32131.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all proposals and to waive any informalities. Putnam County complies with all federal statutes relating to non-discrimination. Putnam County is an equal opportunity employer. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

PUBLISH: May 24, 2018

RFP Number: 18-20

INSTRUCTIONS AND GENERAL CONDITIONS

Receipt and Opening of Proposals

The Putnam County Board of County Commissioners (hereinafter called the "COUNTY") will receive Proposals until the deadline at the Putnam County General Services Department, 223 Putnam County Boulevard, East Palatka, Florida 32131. The deadline has been set for **2:30 p.m. on June 14, 2018.**

Each Proposal must be submitted in a sealed envelope, addressed to Putnam County General Services Department, 223 Putnam County Boulevard, East Palatka, Florida, 32131. Each sealed envelope containing a Proposal must be plainly marked on the outside as: **RFP NO.: 18-20, Misdemeanor Probation Services.**

The envelope shall bear on the outside the Proposer's name, address, and license number. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the COUNTY, C/O Putnam County General Services Department, 223 Putnam County Boulevard, East Palatka, FL 32131.

Send, or deliver in person, one (1) original and five (5) copies of Proposals. Only sealed proposals received on or before the aforesated time and date will be considered.

Documents

Proposal, Contract, Specifications and any other Proposal Documents are available online at: <http://bids.putnam-fl.com/bids>.

If it becomes necessary to revise or amend any part of this RFP, an addendum will be issued and will be posted on the County's website on the "Notice of Bids" page located at <http://bids.putnam-fl.com/bids>. It is the sole responsibility of the respondents to check the website to ensure that all available information has been received prior to submitting a proposal.

Examination of Proposal Documents and Understanding of Work

Respondents must satisfy themselves regarding understanding of the Scope of Services by thorough review of the RFP Documents including any ADDENDA and requesting additional information if needed. After Proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the performance of the work. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the Contractor from fulfilling any of the conditions of the Contract.

Before submitting a Response, each Respondent should (a) examine the RFP Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate respondent's observations with the RFP Documents.

Preparation of Proposals

Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. The partner's title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The address to which communications regarding the RFP are to be directed must be shown.

Only one Proposal from any individual, firm, partnership or corporation under the same or different names will be considered.

Exceptions

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

Qualification of Respondents

The COUNTY may make such investigations as deemed necessary to determine the ability of the Respondent to perform the WORK, and the Respondent shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The County reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the COUNTY that such Respondent is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

Modifications Prior to Proposal Opening

Proposals may be modified or withdrawn by an appropriate document, duly executed, (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

All questions about the meaning or intent of the Proposal Documents shall be emailed to Malissa Dillon, General Services Director (malissa.dillon@putnam-fl.com). Replies will be posted on the website. Questions must be received by **4:30 p.m. June 6, 2018**. Oral and other interpretations or clarifications will be without legal effect.

Award of Contract

The Contract will be awarded by the Putnam County Board of County Commissioners. The County may waive any informalities or minor defects or reject any and all Proposals, and Proposals may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No Respondent may withdraw a Proposal within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the County and the Respondent.

A conditional or qualified Proposal will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout.

The CONTRACTOR awarded the Contract shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the COUNTY.

Putnam County reserves the right to accept any proposal, to reject any or all proposals, to waive irregularities or informalities in any proposal, and to make the award in any manner deemed by the Putnam County Board of County Commissioners to be in the best interest of Putnam County.

Putnam County complies with all Federal Statutes relating to non-discrimination.

The party to whom the Contract is awarded will be required to execute the Agreement and provide certificate of insurance within ten (10) working days from the date when NOTICE OF AWARD is delivered to the Respondent.

Supplementary Instructions

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to their suppliers for materials used to fulfill

contractual obligations with the County, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of his/her own FICA, Workers Compensation, Unemployment Taxes, Liability Insurance, any other overhead expenses and Social Security benefits with respect to this contract.

The Contractor shall not commence work under the Agreement until he/she has obtained all insurance required and it has been approved by the County.

Compliance with Occupational Safety and Health Act

All material, equipment, etc., as proposed and offered by a Respondent, in instances where applicable due to the nature of the project with which this RFP package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the Respondent or of the authorized representative thereof upon the Proposal shall constitute certification of such fact.

Laws and Regulations

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the COUNTY, or for termination of a contract with the COUNTY. The COUNTY may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a bidder, offeror, or proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

Communications During Solicitation and Lobbying Prohibition

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, request for qualifications, bids, or contracts by the offerors or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals is strictly prohibited. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Director to address concerns or grievances, or receive clarification about a particular procurement.

For purposes of this provision, lobbying activities shall include, but not limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contact through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

Equal Opportunity Compliance

The Respondent, including subcontractors, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age handicap or marital status. In the event the Respondent, or subcontractor, fails to comply with any nondiscrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the Respondent may be declared ineligible for further County contracts by rule, regulation, or order of the Board, or as may otherwise be provided by law.

Throughout the term of this Agreement, the Respondent, including subcontractors, shall not violate any federal or state laws, regulations, and requirements.

Conflict of Interest

a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.

b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.

Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

Bid Protests

Failure to follow the Bid Protest procedures prescribed by Putnam County Purchasing Ordinance #2005-35 shall constitute a waiver of protest rights and any resulting claims.

**MISDEMEANOR PROBATION SUPERVISION SERVICES
FOR PUTNAM COUNTY COURT**

INTRODUCTION AND BACKGROUND

Putnam County Government seeks proposals from qualified individuals/firms for the provision of misdemeanor probation services in Putnam County, FL. A committee will review the proposals and may, at their discretion, invite one or more proposers for oral presentations. The committee will make a recommendation for award to the Chief Judge of the Seventh Judicial Circuit and the Board of County Commissioners.

Putnam County is located in Northeast Florida. It encompasses an area of approximately 827 square miles and is located 50 miles south of Jacksonville. It is bordered by the counties of Alachua, Clay, Flagler, Marion, St. Johns and Volusia. The county seat is in the City of Palatka. The population of the County is just shy of 73,000.

In general terms, the successful proposer will provide supervision, rehabilitation, and probation services for misdemeanor offenders placed on probation by the County Court. Neither the County nor the Court makes any representations as to the number of cases that will be assigned under the resulting contract.

As of December 31, 2017, the total active caseload was 287. Compensation is limited to that provided by clients via cost of supervision fees. The current cost of supervision fee set by the Court is \$45.00 per month. The cost of supervision fee for individuals placed on probation on/after July 1, 2018 will be \$50.00 per month. It is anticipated that the initial term of the contract will be for three years. The Agreement may be renewed for (1) two-year period with the same terms and conditions if mutually agreeable to both parties.

SCOPE OF SERVICES

Putnam County is seeking a Contractor to provide misdemeanor probation services as required by contractual agreement and by the judge(s) of the County Court. These services include, but may not be limited to, the following:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the sentencing Court, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation with the Contractor, and to appear at all Court hearings involving probationers supervised by the Contractor. The Contractor shall maintain a minimum staffing level of one probation officer per each two hundred (200) probationers.

B. Programs & Services

The Contractor shall refer probationers to entities that provide services geared toward assisting probationers with successfully completing the terms of their probation. Examples of services include evaluations, counseling, employment, and education. Records of referrals shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which probationers are referred. In any case where a treatment provider, school, or

other program does not appear to be providing its proper function, the Contractor shall immediately notify the sentencing Court.

The Contractor shall also record and maintain statistical data concerning the number and types of cases being supervised, terminated, and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required by the County Court, the Court Administrator, or the County to assist them in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the Chief Judge and Court Administrator, or his/her designee, pursuant statute.

Any new programs proposed by the Contractor to be utilized by those placed on probation in Putnam County shall be disclosed to the County Court prior to implementation and shall be subject to the review and approval of the County Court.

C. Records

The Contractor shall maintain a separate file containing information on each probationer referred to it. Records shall be maintained by the Contractor for a period of two (2) years from expiration of the probationary term. The information in the file shall include, at a minimum, the name of the probationer, case number, charge(s), probation disposition, correspondence, payment records, and any known prior criminal record; as well as information referenced in sections B, E, G, H, and J herein.

D. Offices

The Contractor shall maintain an office in Palatka, but is not precluded from operating satellite offices in other areas of the county.

The Contractor's hours of operation shall be flexible to encourage employment of the probationers. The Contractor shall operate its office(s) to receive Probationers Monday through Friday (excluding holidays), as well as on at least one Saturday or Sunday per month. The office(s) shall have posted working hours until at least 7:00 p.m. on at least one weekday per week. The Contractor shall notify the probationers and the Court of its hours of operation.

E. Job Assistance

The Contractor shall encourage unemployed probationers to improve their employability through schools and training. The Contractor shall assist probationers with securing suitable employment.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation, including, but not limited to:

1. Payment of restitution, fines, court costs, and cost of supervision fees
2. Obtaining evaluations and participating in treatment programs
3. Performance of community service
4. Procurement of licenses

The Contractor shall collect, on behalf of the Court, all monetary penalties ordered and remit same to the Clerk of Court in a timely fashion. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

G. ADA & Language Interpreters

The Contractor shall have, either on staff or on-call, interpreters to assist the probationer(s) in understanding and meeting the terms of probation.

H. Supervision

- 1. Initial Intake and Counseling** - The Contractor shall conduct an initial face-to-face contact with all probationers, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms of the probation to the probationer in a manner that is understandable to the probationer. The Contractor shall verify the probationer's actual home address and place of employment within 30 (thirty) days of the initiation of probation, unless waived by the sentencing Court.
- 2. Probation Supervision** - In addition to the initial intake session noted above, the Contractor is required to have a minimum of one monthly face-to-face contact with all probationers. The Contractor, or the sentencing Court, may require more frequent face-to-face contacts. The contractor shall also require probationers to transmit monthly reports, along with receipts of payment of appropriate monetary obligations, to the Contractor's office. Attendance by probationers at court-ordered counseling sessions is in addition to required contacts with the Contractor.
- 3. Electronic Monitoring** – In addition to activities noted in (1) and (2) above, the Contractor shall ensure that probationers so ordered are electronically monitored. Costs of electronic monitoring shall be borne by the probationers.

I. Change in Orders

Proposed orders of probation violation, probation modification, and/or early termination shall be prepared by the Contractor and shall conform to a format adopted by the County Court.

J. Community Service Work

The Contractor shall refer probationers to approved organizations for completion of community service hours. The Contractor is not permitted to utilize the service of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

When a violation of any term/condition of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within 15 (fifteen) days of the occurrence. If the affidavit recommends revocation of a probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor letterhead detailing the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Termination of Probation

Upon completion of all terms/conditions of probation, the Contractor shall submit a letter of termination to the sentencing Court on Contractor letterhead. In the event the Contractor recommends termination of probation prior to the Probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing Court that said monetary obligations have not been completely paid, the Contractor shall be responsible for the payment of any remaining restitution, fines, or court costs, unless waived for good cause, by the sentencing Court.

M. Employees and Subcontractors

The Contractor shall submit to the Court Administrator or his/her designee a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include education levels and job titles of all probation employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County Court.

N. Contractor's Financial Records

1. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, of all fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County and to the Court Administrator, or his or her designee, within 120 (one hundred twenty) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under the contract. Notes to the financial statements shall disclose any noncompliance with conflict of interest provisions of the contract.
2. The Contractor shall provide to the Court Administrator, or his/her designee, and the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

O. Public Records and Open Meeting Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws.

Submittal Requirements

Proposals shall include all of the information that the Respondent deems pertinent to the evaluation criteria listed in the next section. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include at minimum:

Tab 1. Qualification of Company, Staff and Subcontractors

Tab 2. Related Work Experience

Tab 3. Project Approach/Methodology to Services

Tab 4. Workload and Availability

Tab 5. Completed Required Forms

EVALUATION SCORE & NARRATIVE

PROPOSER: _____ EVALUATOR: _____

Evaluator is asked to score each of the proposals and provide an explanation of the score given in each of the categories listed below. Comments should include strengths and/or weaknesses/deficiencies of the proposal.

Evaluation Criteria:

A. Qualifications of Company, Staff & Sub-Contractors – Maximum Points: 30 **Score:** _____

Comments: _____

B. Related Work Experience – Maximum Points: 30 **Score:** _____

Comments: _____

C. Project Approach/Methodology to Services – Maximum Points: 20 **Score:** _____

Comments: _____

D. Workload & Availability – Maximum Points: 10 **Score:** _____

Comments: _____

E. Quality of Proposal – Maximum Points: 10 **Score:** _____

Comments: _____

Signature of Evaluator

Evaluation Team – It is anticipated that five individuals associated with the Misdemeanor Probation Services program will participate on the evaluation team.

Tentative Schedule

May 24, 2018 – Publish RFP

June 6, 2018 – Deadline to Submit Questions

June 14, 2018 – Deadline to Submit Proposals

June 21, 2018 – Evaluation Committee Meeting

Evaluation Committee Oral Presentations (only if necessary) (Time and Location TBD)

Putnam County Required Forms

HOLD HARMLESS AGREEMENT

The proposing firm as indicated below, it's officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Putnam County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One: ___ Individual Ownership ___ Joint Venture ___ Partnership ___ Corporation

Name of Proposing Firm:

Mailing Address:

Location Address:

City & State: _____ **ZIP:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company:

Signature of person authorized to bind the Company:

Date: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business)
does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Dated: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Firm

Address

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned personally appeared who, being by me first duly sworn, and made the following statement:

1. The business address of _____ [name of firm]

Is _____

2. My relationship to _____ [name of firm]

Is _____
[relationship, such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list.

The name of the convicted person or affiliate is

_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

Sworn to and subscribed before me in the state and country first mentioned above on the

_____ day of _____, 20____

Signed

(affix seal)

Notary Public

My commission expires

NON-COLLUSION STATEMENT

By signing this offer, the CONSULTANT certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Putnam County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any Putnam County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exists.

AFFIDAVIT
STATE OF FLORIDA, COUNTY OF PUTNAM

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn, deposed and said
that he is the fully authorized _____ of

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly

employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, 20____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____ IN THE COUNTY OF _____

_____ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, 20____ NOTARY PUBLIC in and for the State of _____

_____ Signature

Seal

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:

Title:

Firm:

Address:

SIGNATURE FORM

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the PROPOSAL DOCUMENTS and I hereby certify that I am authorized to sign as a Representative from this firm:

Name of Company

Mailing Address

City State Zip

Authorized Signature, Title

Name (Typed or Printed) Date

Phone Number (Including Area Code)

Fax Number (Including Area Code)

Website/Email Address

SAMPLE AGREEMENT FOR CONTRACTOR SERVICES

This Agreement made as of this _____ day of _____ in the year 2018, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and _____
{ } an individual, { } a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is:

_____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to provide misdemeanor probation services in Putnam County as described in RFP 18-20.

A detailed scope of work is included in Attachment A.

This contract will be managed by Putnam County with the assistance of the Seventh Judicial Circuit Court Administrator, who shall maintain oversight of contract to ensure the CONTRACTOR performs in accordance with the terms, conditions and specifications.

ARTICLE 2 - SCHEDULE

The initial term of the Agreement shall commence on Sept. 1, 2018 and expire on Aug. 31, 2021. The Agreement may be renewed for (1) two-year period with the same terms and conditions if mutually agreeable to both parties.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR is entitled to collect from each probationer costs of supervision as may be ordered by the sentencing Court and as authorized by Florida Statute. The Chief Judge establishes the cost of supervision fee within the circuit and reviews this amount periodically.
- B. The COUNTY, the Chief Judge, the Court Administrator, or the County Court do not assume any liability to the CONTRACTOR for its costs of supervision or any uncollected fees. The CONTRACTOR must look solely to the individual probationers for such payments.
- C. The CONTRACTOR shall accept payments for restitution, fines, court costs, and other monetary assessments in such forms as are acceptable to the CONTRACTOR.

Partial payments shall be accepted and appropriate records maintained. Receipts shall be issued to probationers for all payments received by the CONTRACTOR. Restitution payments shall be disbursed to victims within 5 working days following receipt by the CONTRACTOR. The CONTRACTOR shall remit payments to the Clerk of Court within 5 working days upon receipt of any amount for fines, court costs, or other monetary assessments (exclusive of costs of supervision) received from probationers. In cases where a victim cannot be located or where less than the full amount of monetary assessments are collected, the CONTRACTOR shall seek disposition instructions from the sentencing Court.

- D. The sentencing Court may, in its discretion, order that cost of supervision fees be waived or reduced in cases involving indigent probationers. The CONTRACTOR agrees to accept such cases. In such cases, the CONTRACTOR may require the affected probationers to perform additional community service hours in lieu of payment of cost of supervision fees.
- E. The COUNTY and the County Court make no representations as to the number, if any, of cases that may be assigned to the CONTRACTOR.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall

not be employees of or have any contractual relationship with the COUNTY, the Court, or any law enforcement agency.

The CONTRACTOR shall maintain a minimum staffing level of at least one probation officer per each 200 (two hundred) probationers to ensure effective supervision of probationers.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR will seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own taxes due as a result of this Agreement.

ARTICLE 8 - AVAILABILITY OF FUNDS (NOT APPLICABLE)

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

ARTICLE 9 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Contractor shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by Contractor on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Contractor shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, Contractor shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

Contractor shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident, and \$100,000 each employee / \$500,000 policy limit for disease. Contractor shall also purchase any other coverage required by law.

Contractor's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

- Builders Risk. The Contractor shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.
- Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

ARTICLE 11 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at

law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this Agreement may be amended by written agreement by the CONTRACTOR and County Administrator,

subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

ARTICLE 19 – PUBLIC RECORDS COMPLIANCE

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, STACEY.MANNING@PUTNAM-FL.COM, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

ARTICLE 20 – AUDITING, RECORDS AND INSPECTION

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

The Court Administrator, or his/her designee, may visit the CONTRACTOR'S probation facilities periodically to conduct random file evaluations and overall performance reviews during normal business hours.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

ARTICLE 24 - AMENDMENT

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover

reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS, RULES AND REGULATIONS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

ARTICLE 27 – SOVEREIGN IMMUNITY

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

ARTICLE 29 – SCRUTINIZED COMPANIES

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
 2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.
- Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

ARTICLE 30 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - MODIFICATION

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the County's notification of a contemplated change, the Contractor shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties. Contract amendments affecting price changes may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

ARTICLE 32 - CONTRACT DOCUMENTS

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

- A. All RFP 18-20 documents
- B. Agreement for Contractor Services
- C. Attachment A – Scope of Work

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 33 - NOTICE

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

ATTEST:

**PUTNAM COUNTY BOARD OF
COUNTY COMMISSIONERS:**

BY: _____
CLERK OR DEPUTY CLERK

BY: _____
CHAIRMAN

WITNESS:

CONTRACTOR:

SIGNATURE

COMPANY NAME

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

TITLE

SIGNATURE

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
COUNTY ATTORNEY

ATTACHMENT A

SCOPE OF SERVICES

Putnam County is seeking a Contractor to provide misdemeanor probation services as required by contractual agreement and by the judge(s) of the County Court. These services include, but may not be limited to, the following:

A. Staffing

The Contractor shall maintain adequate staffing levels to provide proper liaison with the sentencing Court, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation with the Contractor, and to appear at all Court hearings involving probationers supervised by the Contractor. The Contractor shall maintain a minimum staffing level of one probation officer per each two hundred (200) probationers.

B. Programs & Services

The Contractor shall refer probationers to entities that provide services geared toward assisting probationers with successfully completing the terms of their probation. Examples of services include evaluations, counseling, employment, and education. Records of referrals shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which probationers are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the sentencing Court.

The Contractor shall also record and maintain statistical data concerning the number and types of cases being supervised, terminated, and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required by the County Court, the Court Administrator, or the County to assist them in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the Chief Judge and Court Administrator, or his/her designee, pursuant statute.

Any new programs proposed by the Contractor to be utilized by those placed on probation in Putnam County shall be disclosed to the County Court prior to implementation and shall be subject to the review and approval of the County Court.

C. Records

The Contractor shall maintain a separate file containing information on each probationer referred to it. Records shall be maintained by the Contractor for a period of two (2) years from expiration of the probationary term. The information in the file shall include, at a minimum, the name of the probationer, case number, charge(s), probation disposition, correspondence, payment records, and any known prior criminal record; as well as information referenced in sections B, E, G, H, and J herein.

D. Offices

The Contractor shall maintain an office in Palatka, but is not precluded from operating satellite offices in other areas of the county.

The Contractor's hours of operation shall be flexible to encourage employment of the probationers. The Contractor shall operate its office(s) to receive Probationers Monday through Friday (excluding holidays), as well as on at least one Saturday or Sunday per month. The office(s) shall have posted working hours until at least 7:00 p.m. on at least one weekday per week. The Contractor shall notify the probationers and the Court of its hours of operation.

E. Job Assistance

The Contractor shall encourage unemployed probationers to improve their employability through schools and training. The Contractor shall assist probationers with securing suitable employment.

F. Special Conditions

The Contractor shall follow up and enforce special conditions of probation, including, but not limited to:

1. Payment of restitution, fines, court costs, and cost of supervision fees
2. Obtaining evaluations and participating in treatment programs
3. Performance of community service
4. Procurement of licenses

The Contractor shall collect, on behalf of the Court, all monetary penalties ordered and remit same to the Clerk of Court in a timely fashion. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

G. ADA & Language Interpreters

The Contractor shall have, either on staff or on-call, interpreters to assist the probationer(s) in understanding and meeting the terms of probation.

H. Supervision

1. **Initial Intake and Counseling** - The Contractor shall conduct an initial face-to-face contact with all probationers, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms of the probation to the probationer in a manner that is understandable to the probationer. The Contractor shall verify the probationer's actual home address and place of employment within 30 (thirty) days of the initiation of probation, unless waived by the sentencing Court.
2. **Probation Supervision** - In addition to the initial intake session noted above, the Contractor is required to have a minimum of one monthly face-to-face contact with all probationers. The Contractor, or the sentencing Court, may require more frequent face-to-face contacts. The contractor shall also require probationers to transmit monthly reports, along with receipts of payment of appropriate monetary obligations, to the Contractor's office. Attendance by

probationers at court-ordered counseling sessions is in addition to required contacts with the Contractor.

3. **Electronic Monitoring** – In addition to activities noted in (1) and (2) above, the Contractor shall ensure that probationers so ordered are electronically monitored. Costs of electronic monitoring shall be borne by the probationers.

I. Change in Orders

Proposed orders of probation violation, probation modification, and/or early termination shall be prepared by the Contractor and shall conform to a format adopted by the County Court.

J. Community Service Work

The Contractor shall refer probationers to approved organizations for completion of community service hours. The Contractor is not permitted to utilize the service of probationers to perform community service work to the benefit of the Contractor.

K. Violations of Probation

When a violation of any term/condition of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within 15 (fifteen) days of the occurrence. If the affidavit recommends revocation of a probationer's probation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor letterhead detailing the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

L. Termination of Probation

Upon completion of all terms/conditions of probation, the Contractor shall submit a letter of termination to the sentencing Court on Contractor letterhead. In the event the Contractor recommends termination of probation prior to the Probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing Court that said monetary obligations have not been completely paid, the Contractor shall be responsible for the payment of any remaining restitution, fines, or court costs, unless waived for good cause, by the sentencing Court.

M. Employees and Subcontractors

The Contractor shall submit to the Court Administrator or his/her designee a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include education levels and job titles of all probation employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County Court.

N. Contractor's Financial Records

1. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, of all fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County and to the Court Administrator, or his or her designee, within 120 (one hundred twenty) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under the contract. Notes to the financial statements shall disclose any noncompliance with conflict of interest provisions of the contract.
2. The Contractor shall provide to the Court Administrator, or his/her designee, and the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

O. Public Records and Open Meeting Law

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws.